

General terms and conditions UM SPORTS

Article 1 Definitions

- UM SPORTS: the unit of Maastricht University's Student Services Centre which facilitates sports and exercise activities.
- Customer: a natural person not acting in the capacity of practising a profession or operating a business who has an Agreement with UM SPORTS.
- Agreement: the agreement between UM SPORTS and the Customer regarding one or more Sports Subscriptions.
- Membership Card: the card furnished to the Customer after the Agreement is formed.
- Sports Subscriptions: the sports subscriptions offered by UM SPORTS as stated on www.maastrichtuniversity.nl/sport and as modified from time to time.
- Subscription Fee: the amount which the Customer owes to UM SPORTS for the agreed Sports Subscription.

Article 2 Applicability

These General Terms and Conditions will apply to and constitute an integral part of the Agreement and any further agreements concluded between UM SPORTS and the Customer.

Article 3 Formation, registration and payment

1. An Agreement may only be entered into by a natural person not acting in the capacity of practising a profession or operating a business who falls under one or more of the following membership categories:
 - UM students;
 - UM staff, PhD students, UM alumni, MUMC+ employees, SenUM members, or students at Zuyd University of Applied Sciences or other institutes of higher education;
 - UM contacts (after assessment by UM SPORTS).
2. Before the Agreement can be entered into, the Customer must show that he/she falls within one of the membership categories applied by UM SPORTS. An Agreement will not be formed until the Customer has registered with UM SPORTS (through the web shop or through the service

desk in the University Sports Centre's building) and the Subscription Fee owed has been received by UM SPORTS.

3. The Subscription Fee must be paid in advance and in a lump sum. Notwithstanding this, a Customer who has an Agreement through the UM Company Fitness Scheme may pay the Subscription Fee in monthly instalments.

Article 4 The Agreement

1. The Agreement will be strictly personal and non-transferable.
2. In concluding the Agreement, the Customer will thereby agree to visitor registration by UM SPORTS. The ensuing data will solely be used for administrative purposes on UM SPORT's behalf and will not be shared with third parties.
3. The Agreement will include one or more Sports Subscriptions. The Customer may increase the number of Sports Subscriptions during the term of the Agreement.

Article 5 Duration and termination

1. UM SPORT will offer the Customer at least a choice between:
 - an Agreement for the remaining duration of the current academic year; or
 - an Agreement for the remaining duration of the current first semester up to and including January (semester membership).
2. Notwithstanding Article 5.1, the Customer may not purchase a semester membership if he/she opts for membership through the UM Company Fitness Scheme.
3. The Agreement will terminate automatically after the period referred to in paragraph 1 of this Article ends. From that time, the Customer may conclude a new Agreement with UM SPORTS, provided the Customer falls into one of the membership categories applied by UM SPORTS then.
4. The Customer may not terminate the Agreement early, unless, in UM SPORTS' judgment, there are compelling circumstances. UM SPORTS will assess whether the Customer is eligible for a refund of the Subscription Fee in such a case. Refund requests after the period to which the Agreement pertains ends will never be granted.
5. UM SPORTS may terminate the Agreement early with immediate effect if:
 - the Customer violates one or more provisions of these General Terms and Conditions or of the applicable internal regulations, safety rules or supplemental regulations; or
 - the Customer has, in UM SPORTS' judgment, displayed unacceptable behaviour or otherwise acted wrongfully towards UM SPORTS or towards one of UM SPORTS' contracting parties. The Subscriptions associated with the Agreement will immediately be extinguished in that situation. The remaining Subscription Fee will not be refunded in such cases.

Article 6 UM SPORTS' obligations

1. UM SPORTS will perform the required maintenance for the facilities and items within the University Sports Centre.
2. UM SPORTS will guarantee/ensure that the instructors and supervisors have the knowledge which may reasonably be expected of an instructor or supervisor.
3. UM SPORTS will ensure that there are adequate first-aid resources within the University Sports Centre.
4. UM SPORTS will take measures to avoid damage to or the loss of Customers' property, but will not be liable for damage to or loss or theft of Customers' property.

Article 7 Customer's obligations

1. The Customer will comply with the instructions given by UM SPORTS and the internal regulations, safety rules and any supplemental rules, and must always follow directions by UM SPORTS or employees appointed by UM SPORTS.
2. The Customer may only use machines, materials or facilities which are included in his/her Sports Subscription.
3. The Customer may not use machines, materials or facilities which the Customer is not familiar with. If the Customer is not familiar with one or more machines or facilities, he/she must inform UM SPORTS, so that UM SPORTS can provide assistance.
4. The Customer may not use machines, materials or facilities outside the hours indicated on the schedule published by UM SPORTS.
5. The Customer may not use machines, materials or facilities while under the influence of alcohol, drugs or banned substances.
6. The Customer may only smoke in the smoker's area furnished by UM SPORTS. Smoking will be impermissible in the University Sports Centre or in front of the entrance to it.
7. The Customer may not consume alcohol in or around the facilities provided by UM SPORTS. Alcohol may, however, be obtained *and* consumed in the sports café 'Rivazza'.
8. The Customer may not use drugs in or around the facilities provided by UM SPORTS.
9. The Customer must wear appropriate sportswear for all activities.
10. Clean sports shoes must be worn for all indoor activities and may only be put on in the changing room of the University Sports Centre or the location where the activity is given. Outdoor shoes may not be worn in the gyms or fitness area.
11. The use of a towel is required.
12. Clothes may only be changed and sportswear and sports shoes may be only be put on in the designated areas (changing rooms).
13. Where possible, personal property must be stored in the University Sports Centre's lockers.
14. If there is:
 - (a) participation in UM SPORTS activities without a valid Agreement; and/or
 - (b) falsification of the Membership Card; and/or

- (c) resale of the Membership Card, the Agreement and/or the associated Sports Subscriptions; and/or
- (d) purchase and/or use of someone else's Membership Card, Agreement and/or associated Sports Subscriptions,

this will constitute fraud, which will be subject to the measures described in the 'UM SPORTS Fraud and Nuisance Protocol'.

15. If, in UM SPORTS' judgment, the Customer has displayed improper behaviour, UM SPORTS may take the measures described in the 'UM SPORTS Fraud and Nuisance Protocol', including, but not limited to, having the Customer removed from the University Sports Centre or other locations affiliated with UM SPORTS, and terminating the Agreement and the associated Sports Subscriptions.

Article 8 Interim changes

1. UM SPORTS may make interim changes to the facilities, schedules, programmes and opening hours offered. Insofar as possible, UM SPORTS will announce the intended changes beforehand in a satisfactory manner.
2. UM SPORTS will try to arrange for substitutes if teachers are absent. If a lesson or programme is cancelled or cannot go forward, this will be communicated through the UM SPORTS website, e-mail, newsletter and/or social media. A refund of the Subscription Fee will not be possible.
3. The Customer will timely inform UM SPORTS of changes concerning member category, address and telephone number through Maastricht University's administrative department or the University Sports Centre's service desk.
4. UM SPORTS may amend these General Terms and Conditions. The amendments will be communicated to the Customer three months before they take effect through the UM SPORTS website, e-mail, newsletter and/or social media. If the General Terms and Conditions are amended, the Customer may, within one month after the amendments are announced, terminate the Agreement early, and the Subscription Fee for the remaining subscription period will be refunded.

Article 9 Membership Card

1. After concluding the Agreement, the Customer will receive a personal membership card ('the Membership Card'). The Membership Card must be shown and scanned at the service desk upon entering the University Sports Centre. The Membership Card must also be shown at UM SPORTS' request.
2. If the Customer forgets his/her Membership Card three times, the Customer will be charged EUR 5. If the Membership Card is lost or damaged, a new Membership Card may be requested. UM SPORTS will charge EUR 5 for

the costs incurred. In the case of theft, these costs will not be charged upon presentation of proof of reporting to the police.

3. If the Agreement is terminated early, the Customer must immediately return the Membership Card to UM SPORTS' service desk.

Article 10 Liability

1. UM SPORTS will be liable to the Customer for damage resulting from a breach of its obligations under the Agreement and for damage if and insofar as UM SPORTS is liable for this under the law or this Agreement.
2. The Customer will be liable to UM SPORTS for damage resulting from a breach of his/her obligations under the Agreement and for damage for which the Customer is liable under the law or this Agreement.
3. The use of UM SPORTS' machines, materials and facilities, as well as participation in UM SPORTS' sports programmes, lessons and/or activities, will be entirely at the Customer's own risk. UM SPORTS will not be liable for pecuniary or non-pecuniary damage, accidents or injury by the Customer. The Customer will not be insured through UM SPORTS against the consequences of accidents.
4. UM SPORTS will not be liable for damage to or loss or theft of property.

Article 11 Correspondence and complaints procedure

1. Unless indicated otherwise in this Agreement, all correspondence by UM SPORTS to the Customer will be sent by e-mail. For Customers who are UM students, UM staff or UM alumni, UM SPORTS will use the Customer's UM account known to it.
2. Complaints about the performance of the Agreement must be filed through the online complaint form on UM SPORTS' website. Complaints about defects and/or breaches must, with a full and clear description, be filed within a reasonable period, but in any event within 14 days after the Customer discovered the defect or breach. Requests for refunds must be submitted to UM SPORTS' service desk through the refund form. Other requests, questions or notifications must be filed by e-mail to umsports@maastrichtuniversity.nl.
3. Complaints filed with UM SPORTS will be responded to within a 14-day period, calculated from the receipt date. If a complaint foreseeably requires a longer processing period, UM SPORTS will respond within a 14-day period, with notice of receipt and an indication of when the Customer can expect a more detailed response.

Article 12 Miscellaneous provisions

1. Besides being governed by these General Terms and Conditions, the Agreement will be subject to internal and safety rules, and additional rules may apply per Sports Subscription. These regulations and rules will

constitute an integral part of the Agreement and may be viewed on UM SPORTS' website.

2. If one or more Articles in this Agreement turn out to be invalid or otherwise non-binding, this will not affect the validity of the other Articles in this Agreement.
3. Dutch law will apply to this Agreement and any other agreements between UM SPORTS and the Customer. Any disputes ensuing from or relating to this Agreement will exclusively be settled by the District Court of Limburg, the Netherlands, Maastricht location.